

**US 70 HONDO VALLEY
RUIDOSO DOWNS TO RIVERSIDE
DESIGN AND BUILD PROJECT**

**AC-MIP-070-4(35)264
Control No. 3393**

REQUEST FOR QUALIFICATIONS

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1.0 INTRODUCTION AND GENERAL INFORMATION

This Request for Qualifications (RFQ) covers the design and reconstruction of approximately 37 miles of US 70 in the Hondo Valley, Lincoln County, New Mexico.

Statements of Qualifications (SOQ) will only be accepted from Design and Build Teams intending to provide services required under the Contract. **Responses from individual construction or consultant firms not offering to provide all required services will not be accepted.**

This RFQ is being issued concurrently with development and review of the environmental documentation that will determine the final scope of work and many Project requirements. Any work described herein is subject to adjustment as a result of the FEIS and Record of Decision and by other decisions of the Department.

1.1 ABBREVIATIONS AND DEFINITIONS

This RFQ includes abbreviations and specific defined terms as indicated below.

1.1.1 Abbreviations

D/B	Design and Build
DBE	Disadvantaged Business Enterprise
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration, US Department of Transportation
IA	Independent Assurance
ISA	Initial Site Assessment
JV	Joint Venture
N/A	Not Applicable
PI/CR	Public Information/Community Relations
PSI	Preliminary Site Investigation
QA	Quality Assurance
QAE	Quality Assurance Engineer
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROD	Record of Decision
ROW	Right(s)-of-Way
SOQ	Statement of Qualifications

1.1.2 Definitions

“Acceptance Program” means all factors that comprise the Department’s judgment of the quality of the product as specified in the Contract Documents. These factors include

Verification Sampling and Testing and Department oversight and auditing of Contractor activities and may include Contractor QA/QC.

“Affiliate” means (a) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, (i) Contractor or (ii) any Principal Participant; and (b) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) Contractor, (ii) any Principal Participant or (iii) any Affiliate of Contractor under part (a) of this definition. For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

“Construction Subcontractor” means a subcontractor (or affiliate) who is involved in the actual construction of the Project.

“Constructor” means a Principal Participant or subcontractor (or affiliate) who is involved in the actual construction of the Project.

“Contract” means the written agreement that has been fully executed between the Department and the Contractor that covers the Project.

“Contractor” means the Person selected pursuant to the RFP, that enters into an agreement with the Department to design and construct the US 70 Project (also referred to as the “Design and Build Team”).

“Department” means the New Mexico State Highway and Transportation Department.

“Design and Build (D/B)” means a project delivery methodology by which a using agency contracts with a single firm that has responsibility for the design and construction of a project under a single contract with the agency developing the project.

“Designer” means a Principal Participant, Specialized Subcontractor or in-house designer that leads the team performing the design of the Project.

“Determination” means the written documentation of the Secretary of the Department or designated representative, including findings of fact required to support a decision. A Determination becomes part of the procurement file to which it pertains.

“Disadvantaged Business Enterprise (DBE)” means a for-profit small business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. See definition in 49 CFR, Part 26 and NMAC 28.2.

“Environmental Coordinator” means the Person retained by the Contractor to prepare, implement and monitor compliance with the environmental requirements of the Contract, and the Contractor’s Environmental Program.

“Independent Assurance” means activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the Acceptance Program. Test procedures used in the Acceptance Program that are performed in the Department’s central laboratory would not be covered by an Independent Assurance program.

“Lead Principal Participant” means the Principal Participant that has the plurality interest and/or responsibility in a partnership or joint venture and that is designated by the partnership or joint venture as having the lead responsibility for managing the Offeror’s organization.

“Offeror” means a Person submitting a Statement of Qualifications for the Project in response to this RFQ, and if selected for the Short-List, an entity submitting a Proposal.

“Offeror/Contractor” in the context of **Form LC** means any Offeror, all Principal Participants, the Designer, and any other subcontractor or consultant known at the time of submittal of the SOQ whose anticipated value of Work on the Project will be \$100,000 or more.

“Person” means any individual, firm, corporation, company, joint venture, voluntary association, partnership, trust, or unincorporated organization, or combination thereof.

“Proposal” means those documents submitted by an Offeror to the Department in accordance with the RFP.

“PI/CR Coordinator” means the Person retained by the Contractor to prepare, implement and monitor compliance with Contract requirements for Public Involvement/Community Relations and the Contractor’s Community Interaction Plan.

“Principal Participant” means any of the following entities:

- The Contractor (or Offeror), including an individual firm, all general partners or joint venture members of the Contractor (or Offeror); and/or
- All Persons holding (directly or indirectly) a 15% or greater interest in the Contractor (or Offeror).

“Project” means the US 70 Hondo Valley Project in its entirety as described in **Appendix A**.

“Quality Assurance (QA)” means all planned and systematic actions by the Contractor and/or Department necessary to assure that all work complies with the Contract and that all materials incorporated in the Project, all equipment and all elements of the Project will perform satisfactorily for the purpose intended. Actions include, but are not limited to: design checks and reviews; Inspection, including specification compliance reviews,

document control and shop drawing review and approval; Materials sampling and testing at production site and project site; Inspection of manufacturing/processing facilities and equipment; Inspection of on-site equipment, calibration of test equipment, acceptance or rejection of Materials or work based on acceptance testing; and documentation of QA activities.

“Quality Assurance Engineer (QA Engineer)” means a project engineering/testing firm responsible for administration and conduct of the Contractor’s portion of the QA/QC Program and the assurance sampling and testing. The QA Engineer will not be owned or controlled by any Principal Participant who is a Constructor or by any Construction Subcontractor. The Designer or a firm associated with or subsidiary to the Designer may serve as the QA Engineer, except any Designer who is a Principal Participant or any Designer (or subsidiary of a Designer) affiliated with any Principal Participant or Construction Subcontractor will not serve in the capacity of Quality Assurance Engineer.

“Quality Control (QC)” means all activities performed by Contractor, Designer, producer or manufacturer to ensure that a product meets Contract requirements. This includes design procedures and checking, materials handling and construction procedures, calibration and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes. QC also includes documentation of QC efforts.

“Responder” in the context of **Form NC** means any Offeror or member of an Offeror’s team, including Principal Participants and the Designer participating in preparing and submitting an SOQ with the Offeror.

“Short-List” means the list of those D/B Teams that have submitted a response to this RFQ, that the Department determined, through evaluation of their responses to this RFQ, are the best qualified firms and will be invited to submit Proposals.

“Small business concern” means a small business as defined in Section 3 of the United States Small Business Act (15 USC Section 632) and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has average annual gross receipts in excess of \$16.6 million over the previous three fiscal years.

“Socially and economically disadvantaged individuals” are presumed to include United States citizens (or lawfully admitted permanent residents) who are either women, Black Americans, Hispanic Americans, Native Americans (Indians, Eskimos, Aleuts or Native Hawaiians), Asian-Pacific Americans, Asian-Indian Americans and individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the United States Small Business Act, or certified as socially and economically disadvantaged by the Department pursuant to 49 CFR Part 26.

“Specialized Subcontractor” means those consultants or subcontractors identified by Offeror/Contractor to perform work critical to the success of the Project such as the Designer, QA Engineer, Environmental Coordinator, PI/CR Coordinator, or subcontractor for bridges, retaining structures, pavement and landscaping.

“Statement of Qualifications (SOQ)” means the information prepared and submitted by an Offeror in response to this RFQ.

“Substantial Completion” means the point at which the Project is complete such that it can be safely and effectively used by the public without further delays, disruption or impediments as requested by the Contractor and approved by the Department’s District Engineer. For conventional bridge and highway work, it is the point at which all the following items are complete (or as otherwise defined in the Contract):

- Excavation and embankment;
- Bridges;
- Drainage structures;
- Utility and irrigation features relocation;
- Pavement structure;
- Environmental mitigation;
- Shoulders;
- Retaining structures;
- Permanent signing;
- A minimum of one application of striping;
- Traffic barriers; and
- Safety appurtenances.

“Verification Sampling and Testing” means sampling and testing performed to validate the quality of the product. Verification Sampling and Testing will be statistically based and performed by a Department laboratory or a laboratory retained by the Department.

1.2 PROJECT GOALS

The Department’s goals for the Project are:

- a) Cost not to exceed budget;
- b) High quality, safe, aesthetic, environmentally responsible, durable and maintainable Project;
- c) Contract awarded and signed by June 2002;
- d) Project completion not later than September 25, 2004; and
- e) Valid Basis for evaluation of D/B delivery system.

1.3 ROLE OF THE DEPARTMENT

In the context of the Project, the Department is responsible for:

- a) The appropriate environmental clearances except those specifically assigned to the Contractor;
- b) Overall program administration;
- c) Project financing;
- d) Preparation of the RFQ and RFP, evaluation of SOQs and Proposals, Determination of Short-List and selection of Contractor;
- e) Contract procurement and administration;
- f) Oversight and audit of Contractor design and construction, including Verification Sampling and Testing;
- g) Independent Assurance;
- h) Geotechnical data included in the RFP;
- i) Land acquisition for rights-of-way and permanent easements identified in the RFP; and
- j) Approval and acceptance of work and payment for work.

At the Department's sole discretion, it may use its consultants in fulfilling the responsibilities noted in this **Section 1.3**.

1.4 PROJECT DESCRIPTION, CONTRACTOR RESPONSIBILITIES AND PROJECT STATUS

See **Appendix A**.

1.5 PROJECT SCHEDULE

The anticipated time of Contract Award is Spring 2002 with Substantial Completion in September 2004.

See **Section 2.2** for procurement schedule.

1.6 CONTRACT TYPE

The Contract for design and construction will be a fixed price, Design and Build Contract.

1.7 PAYMENT AND LIQUIDATED AND/OR GENERAL DAMAGES

Contract Provisions will provide for periodic payments during the Contract with a 5% retainage. The form of retention will be specified in the RFP.

The Contract will provide for liquidated damages relating to failure to meet the specified completion dates.

1.8 GOVERNING LAW

The laws of the State of New Mexico will govern the RFQ, RFP and the Contract.

1.9 QUALITY ASSURANCE/QUALITY CONTROL

The Contractor will be required to plan, implement and provide a Quality Assurance/Quality Control (QA/QC) Program for its design and construction operations. This program shall be developed by the Contractor using ISO 9001 standards.

The Contractor's QA portion of the QA/QC Program must follow the requirements of 23 CFR Part 637 and the Contract Documents. The Department will review the Contractor's program to assure that it meets guidelines and minimum requirements established by the Department. Department approval of the program will constitute Department agreement that it meets these criteria, but the Contractor shall maintain ownership of the program and shall be fully responsible for its execution.

The Department may establish and maintain its own quality assurance and/or an independent quality assurance organization to oversee and/or perform quality audits of the Contractor's management, design, construction and maintenance activities, the Contractor's Quality Assurance procedures, Verification Sampling and Testing and the quality of the final product.

1.10 CONTRACTOR'S ENVIRONMENTAL PROGRAM

The Contractor will be required to plan, implement and provide an environmental program for its design and construction operations to assure compliance with all applicable environmental laws and regulations and the environmental requirements of the Contract, which will include those portions of the ROD and FEIS applicable to those activities for which the Contractor is responsible.

The Contractor's Environmental Program will be under the direction of an Environmental Coordinator who will also monitor and report the status of environmental compliance.

1.11 INSURANCE, BONDING, LICENSING AND SECURITIES

The Contractor shall provide specified insurance, including professional liability insurance covering design. Details of the insurance requirements will be provided in the RFP.

Firms on the Short-List submitting a Proposal shall provide Proposal Bonds or other form of security acceptable to the Department in the amount shown in **Section 4.5.2.2**. The selected Contractor will be required to provide Performance, Payment and Warranty Bonds or other security acceptable to the Department.

Prior to Contract Award, all persons participating in this procurement and/or the Contract must obtain all licenses and permits and take all necessary steps to conduct business in the State of New Mexico, including proposing and carrying out contracts consistent with the laws of the State of New Mexico.

The Contractor shall be required to provide proof that all Principal Participants have jointly agreed to indemnify the Department as follows:

Contractor shall indemnify and hold harmless the Department and its officers, agents and employees from and against all claims, damages, losses and fees arising out of or resulting from the performance by the Contractor on the Project, provided that such claims, damages, losses or expenses (i) are attributable to bodily injury or death or to loss or destruction of tangible property, and (ii) are caused by negligent acts or omissions of the Contractor, its Affiliates, Subsidiaries, Designers or Construction Subcontractors, anyone employed by any of them, or anyone for whose acts they are determined to be liable. Contractor's agreement to indemnify the Department and its officers, agents or employees shall not extend to liability, claims, damages, losses or expenses, including attorneys fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Department, or the officers, agents or employees of the Department, or the giving of or the failure to give directions or instructions by the Department, or the officers, agents or employees of the Department, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

1.12 CLARIFICATION

Requests for clarification regarding this RFQ must be submitted in writing in the format shown on **Form RFQ-C** to:

Mr. Luis Alba, Room 224
New Mexico State Highway and Transportation Department
P.O. Box 1149
Santa Fe, NM 87504-1149

Include an electronic copy of the clarification request on **Form RFQ-C** on floppy disk in Microsoft Word with the written request. Only written requests to the above addressee will be considered. No oral requests will be considered. No requests for additional information or clarification to any other Department office, consultant, employee or the FHWA will be considered. All responses shall be in writing.

Only requests received by 2:00 PM (Mountain Time) on the date specified in **Section 2.2** will be addressed. Requests for clarification will not be accepted by phone or e-mail. Only mailed or faxed inquiries (confirmed by mail by the requester) will be accepted.

Requests for clarification must include the requestor's name, address, telephone and fax numbers, and the organization he/she represents.

A clarification notice containing responses to the requests will be issued and sent to all recipients of this RFQ not later than 10 days prior to the SOQ Due Date specified in **Section 2.2**.

1.13 RFQ ADDENDA

If necessary, the Department will issue addenda to modify conditions or requirements of this RFQ to recipients of this RFQ not later than 10 days prior to the SOQ Due Date. In order to receive a copy of the RFQ and all modifications, addenda, etc., you must submit **Form RF (Appendix A)** to the Contracts Administration Section. **Form RF** must also be completed and returned if RFQ is obtained from website.

1.14 NOTIFICATION OF FIRMS ON THE SHORT-LIST

All Offerors will be notified in writing whether or not they have been selected for the Short-List. Notifications may be expected not later than the date specified in **Section 2.2**.

1.15 COSTS

Offerors are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, attending briefing(s), any discussions, providing supplemental information and all subsequent costs and expenses (if selected for the Short-List).

1.16 INELIGIBLE FIRMS

The following firm(s), including any affiliated firms, are not eligible to participate in this procurement on any D/B Team in any capacity:

- Parsons Brinckerhoff Quade & Douglas, Inc. (the Program Management Consultant).

If any firm listed in this **Section 1.16** (or any affiliate of a listed firm) appears on any D/B Team, that team will be disqualified from this procurement.

1.17 PRE-SOQ WORKSHOP

A Pre-SOQ Workshop for this Project will be held at **1:30 p.m.** Mountain Time, **Thursday, October 11, 2001**, at the Wyndham Garden Hotel, 6000 Pan American Freeway, Albuquerque, New Mexico.

2.0 PROCUREMENT PROCESS

2.1 OVERALL PROCUREMENT PROCESS

The process for procurement of the Contract will be in accordance with NMSA 1978, Section 13-1-119.1, Section 1 of Laws 1999, Chapter 97, effective April 1, 1999, and 1NMAC 5.7, using “best value” as a basis of selection. The intent of the Department is to award the Contract to the Short-Listed Offeror who provides the Proposal with the best combination of price and quality.

The procurement process will include two phases:

- a) RFQ (Determination of Short-List); and
- b) RFP (selection of Contractor from firms on Short-List who submit Proposals).

Evaluation of the SOQs and Proposals will be based on information submitted in the SOQs and Proposals or otherwise available to the Department.

Pass/fail evaluation factors will be present in both the RFQ and RFP phases.

Evaluation of the quality factors will start in the RFQ phase and continue through the RFP phase. RFQ quality ratings will be carried over to the RFP phase and be combined into an overall quality evaluation rating considering additional and supplemental quality information submitted in the Proposal.

Price will only be submitted with the Proposal.

The selection of the D/B Contractor for the Contract will be based on both pass/fail factors and a combined evaluation of quality and price factors.

2.1.1 RFQ Phase

SOQs submitted in response to this RFQ will include a response to each pass/fail and quality evaluation factor. The Short-List of firms that will be invited to submit Proposals will be determined based on evaluation of pass/fail and quality factors set forth herein. This RFQ sets out what is required during the RFQ phase of the procurement (see **Section 4.0** for SOQ submittal requirements).

At the end of the SOQ evaluations, the Department will determine the Short-List. Firms on the Short-List will then be invited to provide Proposals.

2.1.2 RFP Phase

The RFP will provide further specific instructions on what to submit, the evaluation factors, the objectives and requirements for evaluation and the evaluation rating guidelines for the RFP phase of the procurement.

Evaluation factors for the RFP will include, but not be limited to:

- a) Pass/Fail:
 - Legal;
 - Financial; and
 - Completeness of Proposal;
- b) Quality (these factors may also include subfactors):
 - Organization;
 - Technical approach;
 - Management approach;
 - Qualifications (including the SOQ evaluation, subject to adjustment as described above); and
- c) Price.

Information to be submitted in the Proposals will include, but not be limited to:

- Legal documents demonstrating ability to enter into a Contract with the Department;
- Proposal Bond;
- Specified certificates and representations;
- Letter of commitment from surety(ies) for payment, performance and warranty bonds;
- Description of management approach, including schedule and organization;
- Technical approach including concepts for pavement design, bridge design, slope design, retaining structures, aesthetics, maintenance of traffic, environmental mitigation and monitoring, community interaction, and utility and irrigation facility relocation;
- Additional information relating to qualifications and experience of personnel nominated for the Project and a letter of commitment for nominated personnel;
- Specified design documents and conceptual diagrams and sketches; and
- Price Proposal.

While price is an important factor in the RFP phase of the procurement, quality (including time) is also a significant factor in determining the success of the Project. The RFP requirements and evaluation and selection procedures are being designed to provide a comprehensive evaluation of quality (including time) that, when combined with price, will result in the selection of the appropriate Contractor. The Department will perform an assessment of the price and the quality factors and select the Offeror/Contractor representing the “best value” to the Department as will be specified in the RFP.

Price and quality will receive equal consideration in the selection.

2.2 PROCUREMENT SCHEDULE

The following represents the current schedule for the Project. The schedule is subject to change at the discretion of the Department.

Activity	Due Date
Issue RFQ	October 2, 2001
Pre-SOQ Workshop	October 11, 2001
Final Date for Requests for Clarification	October 16, 2001
Issue of Clarification Notice and/or Addenda, if required.	October 20, 2001
SOQ Due Date	October 30, 2001
Short-List announced	November 9, 2001
Issue RFP	November 26, 2001
Proposal Due Date	March 29, 2002
Selection	April 30, 2002
Award and Notice to Proceed	May 2002

3.0 EVALUATION PROCESS FOR THE RFQ

3.1 EVALUATION OBJECTIVES

The objective of the RFQ phase of the procurement is to create a Short-List of the highest quality Design and Build Teams with the capability (technical, financial and management), capacity and experience necessary to successfully design, construct and manage the environmental, traffic and community interaction aspects of the Project. Significant responsibility will be placed on the D/B Contractor to plan, design, manage and control the Project and to complete the Project on or ahead of schedule. The Department has set high responsibility standards for the D/B Contractor that are reflected in the quality evaluation factors of this RFQ. Specific objectives relating to each of the quality evaluation factors listed in **Section 3.3** are included in **Sections 4.5.2.1** through **4.5.2.6** of this RFQ.

3.2 REVIEW AND EVALUATION OF THE SOQ

The information submitted in accordance with **Section 4.0** will be evaluated in accordance with both the pass/fail criteria listed in **Section 3.3.1** and the criteria for quality rating for the RFQ provided in **Section 3.3.2**.

3.3 EVALUATION FACTORS FOR THE RFQ/SOQ

This **Section 3.3** outlines the evaluation factors for the RFQ phase of the procurement. The evaluation factors for the RFP phase of the procurement are listed in **Section 2.1.2**.

3.3.1 Pass/Fail Evaluation Factors

The pass/fail evaluation factors are:

- a) Legal: The Offeror has presented evidence showing its organization has the legal ability to enter into and perform the Contract to design and build the Project.
- b) Proposal completeness: All information requested in this RFQ provided in the format specified in **Appendix B**.
- c) Financial: Demonstrated ability to provide required bonds.

Pass/Fail ratings will be based on the following criteria:

- Proper identification of all Principal Participants;
- Demonstrated capability to enter into a contractual relationship with the Department and a declaration of willingness to do so;
- Demonstrated capability to provide required bonds; and
- Proper submittal of the required information per the requirements of the RFQ.

If an Offeror passes all pass/fail evaluations, its SOQ will be further evaluated using the criteria for quality rating in **Section 3.3.2**.

3.3.2 Quality Evaluation Factors

The quality evaluation factors are of equal weight.

The quality evaluation factors are:

- a) Experience: Demonstrated experience relevant to the size, complexity and composition of the anticipated Project and the experience of Principal Participants, Designer, QA Engineer, Environmental Coordinator, PI/CR Coordinator, and other subcontractors. Also, the record of on-time/within budget performance; past and present record of litigation and arbitration; record of terminations for cause and defaults; disciplinary action, including suspension; safety record; client references; awards, citations and commendations; and record of DBE participation.
- b) Organization: Identification of each Principal Participant, the Designer, the QA Engineer, the Environmental Coordinator, the PI/CR Coordinator, and other consultant and subcontractors; the proposed organization for the Project, including the split among Principal Participants; identification and experience of key personnel; and disclosure of major subcontractors.
- c) Backlog/Capacity: Current workload and/or future commitments of Principal Participants, the Designer, QA Engineer, Environmental Coordinator, PI/CR Coordinator, and other subcontractors, including projects presently being proposed that may impact the team during the life of this Project.
- d) Project Understanding: Knowledge and understanding of specific Project issues and the issues, benefits and responsibilities associated with D/B contracts; explanation of how

the D/B Team will ensure success of New Mexico's first highway D/B contract; and the QA/QC concepts of the D/B Team.

During this evaluation, a rating will be assigned for various sub-factors within each quality evaluation factor. The ratings assigned to each sub-factor will be compiled to determine an overall quality evaluation factor rating. The ratings assigned to each quality evaluation factor will be compiled to determine an overall quality rating for the SOQ. Numerical scores will not be assigned.

Quality ratings for each quality evaluation factor and the overall quality rating for the SOQ will be based on the following quality rating criteria:

EXCEPTIONAL: The Offeror has provided information relative to its qualifications which is considered to significantly exceed stated objectives/requirements in a beneficial way and indicates a consistently outstanding level of quality. There are essentially no weaknesses.

GOOD: The Offeror has presented information relative to its qualifications which is considered to exceed stated objectives/requirements and offers a generally better than acceptable quality. Weaknesses, if any, are very minor.

ACCEPTABLE: The Offeror has presented information relative to its qualifications, which is considered to meet the stated objectives/requirements, and has an acceptable level of quality. Weaknesses are minor and can be readily corrected.

UNACCEPTABLE: The Offeror has presented information relative to its qualifications that contains significant weaknesses/deficiencies and/or unacceptable quality. The SOQ fails to meet the stated objectives/requirements and/or lacks essential information and is conflicting and/or unproductive. Weaknesses/deficiencies are so major and/or extensive that a major revision to the SOQ would be necessary.

The evaluators may also use a plus (+) or minus (-) suffix to further differentiate the strength or weakness within a quality rating.

Any Offeror that receives a rating of UNACCEPTABLE in one or more quality evaluation factors (not sub-factors) shall receive an overall SOQ rating of UNACCEPTABLE.

3.4 NOT USED

3.5 REQUESTS FOR CLARIFICATION

It is the responsibility of the Offeror to provide accurate and complete information to the Department. If information is not complete, the Offeror will be notified and will not be allowed to participate further in the procurement of this Project until all information required is provided. Any deficient statements or incomplete affidavits will be returned directly to the

Offeror by the Department with notations of the deficiencies or omissions and with a request for clarification and/or submittal of corrected, supplemental or missing documents.

The Department may waive technical irregularities in the form of the SOQ of the Offeror, which do not alter the quality or quantity of the services or the management, design and construction offered.

The Department may, at its sole discretion, request clarifications and/or supplemental information from Offerors during the SOQ evaluation and short-listing process.

All requests and responses shall be in writing by fax and confirmed by priority mail/express delivery service. Responses shall be limited to answering the specific information requested by the Department.

No interviews or discussions will be conducted during the RFQ phase.

Mailed follow-up responses to inquiries by the Department shall be submitted to the address indicated below within three (3) days of receipt of the request from the Department. Submit responses to:

If by mail:

Mr. Luis Alba
New Mexico State Highway and Transportation Department
P.O. Box 1149 (Room 224)
Santa Fe, NM 87504-1149

If responses are hand delivered, or to deliver responses by any other special method (i.e., express mail, overnight, etc.) deliver them to:

Mr. Luis Alba, Room 224
New Mexico State Highway and Transportation Department
1120 Cerrillos Road
Santa Fe, NM 87501

The fax number will be provided with the Department's request.

3.6 DETERMINATION OF THE SHORT-LIST

The Department will establish a Short-List of an appropriate number of the highest quality Offerors in order to ensure adequate competition (minimum of 2; maximum of 5). The Short-List will be created by eliminating the lowest rated Offerors until an appropriate number remains. Neither the overall ratings nor the ranking of the Offerors on the Short-List will be disclosed to Offerors during the procurement process.

3.7 CHALLENGE

The decision of the Department on the Short-List and the subsequent Award of the Contract shall be final and shall not be reviewable or reopened in any way, except as provided in **Section 5.0**. Parties participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and the other requirements of this RFQ.

Contents of SOQs, less proprietary information, will become public information upon Award of the Contract.

3.8 COMPOSITION OF SELECTION COMMITTEE

The Selection Committee will consist of the following Department staff or their designees:

Co-Chairpersons	Engineering Design Division Director	Highway Operations Engineer
Members	State Construction Engineer	
	Preliminary Design Bureau Chief	
	District 2 Engineer	

Contact with the Project Manager and members of the Professional Services Selection Committee (PSSC) for this Project is not allowed during the advertisement period. The members of the PSSC are: Larry Velasquez, Engineering Design Division Director; Rick H. Chavez, Highway Operations Engineer; Lee Onstott, State Construction Engineer; Max Valerio, Preliminary Design Bureau Chief; and the District 2 Engineer.

4.0 SOQ SUBMITTAL REQUIREMENTS

4.1 RULES APPLYING TO SUBMITTAL OF SOQ

- a) Only prospective Offerors (D/B Teams) who are capable of completing this Project in its entirety may submit SOQs;
- b) Any Principal Participant, Designer, subconsultant performing more than 15% of the design or subcontractor performing more than 20% of the construction (or any Affiliate of the aforementioned firms) may only be on one (1) Offeror's team. If a firm is a Designer on one D/B Team, it may not serve as the entity serving as the QA Engineer on any other D/B Team. Firms serving solely as a QA Engineer, Environmental Coordinator or PI/CR Coordinator may appear on more than one D/B Team. Any deviation from this limitation will result in disqualification of all proposing D/B Teams where the "duplicate" firms (or affiliates) appear;
- c) It is the desire of the Department that Offeror organizations, including Principal Participants and Specialized Subcontractors, established for the SOQ assessment remain intact for the duration of the procurement process including the subsequent Design and Build Contract. An Offeror may propose substitutions for participants after the SOQ submittal; however, such changes will require written approval by the Department.

Requests for changes must be made in writing no later than thirty (30) calendar days prior to the due date for submittal of Proposals. Approval of requests for changes in any of the Principal Participants, Designer, QA Engineer, other firms meeting criteria listed in **Section 4.1(b)**, or Specialized Subcontractors will not be automatic and will only be approved if it is determined by the Department that the change does not decrease the technical, financial, organization, personnel, safety capabilities, management and other pertinent qualifications of the Offeror's organization. An Offeror may add other subcontractors and consultants with written Department approval;

- d) Pursuant to Section 10-16-13 NMSA 1978 (1995 Repl.), the Department will not accept an SOQ from a Person listed in **Section 1.16**;
- e) Prohibited Interests: Unless allowed by Section 10-16-8 NMSA 1978 (1995 Repl.), no former public officer and/or employee shall have any personal interest, direct or indirect, in this solicitation or any contract executed subsequently, or the proceeds thereof;
- f) Notice of Criminal and Civil Penalties: Offerors are advised that the New Mexico State Procurement Code, Sections 13-2-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs;
- g) Confidentiality: The Offeror may be given access to records, which are confidential under state laws, solely for the purpose of performing the required services under the Contract. The Offeror shall be required to sign a nondisclosure statement prior to its receipt of such documents obligating each employee, agent, or subcontractor of the Offeror not to make inappropriate use of or improperly disclose any of the contents of such documents; and
- h) Minimum Requirements: The Offeror must meet legal, financial and Proposal completeness pass/fail requirements in **Section 3.3.1** and not fall within any of the limiting categories specified in **Section 6.1(h)**.

4.2 DATE AND TIME OF RECEIPT

All SOQs must be received no later than 2:00 pm (Mountain Time) on the SOQ Due Date specified in **Section 2.2**. The SOQs must be clearly identified and marked "Confidential" and be enclosed in sealed containers. Late submittals will not be considered and will be returned unopened to the address indicated on the cover of the package.

4.3 SUBMITTAL ADDRESS

If the SOQs are mailed, mail SOQs by certified mail, return receipt requested, to the following address:

Contracts Administration Section
New Mexico State Highway and Transportation Department
P.O. Box 1149 (Room 102)
Santa Fe, NM 87504-1149

If SOQs are delivered, or to deliver SOQs by any other special method (i.e., express mail, overnight, etc.) deliver them to:

Contracts Administration Section, Room 102
New Mexico State Highway and Transportation Department
1120 Cerrillos Road
Santa Fe, NM 87501

Offerors shall be responsible for obtaining a written receipt appropriate to the means of delivery from the Department office specified in this **Section 4.3** at time of delivery of their SOQ.

4.4 PAGE LIMIT, FORMAT AND QUANTITIES

The SOQ shall be limited to no more than 90 pages in Sections 1-6 of the SOQ, including required forms, but exclusive of dividers and appendices. One (1) original and nine (9) copies of the SOQs and appendices shall be provided. The signed original copy shall be identified as the original on the cover(s) and marked as "Copy 1 of 10 Copies". All copies shall be provided in loose-leaf binders. Bound copies will not be accepted. Each copy shall be identified on the cover(s) as "Copy # of 10 Copies". The document must be organized to correspond with the outline presented in **Appendix B**.

4.5 CONTENT OF SOQ

This section describes the specific information that must be included in the SOQ. An outline of the required format for the SOQ is provided in **Appendix B**. Required forms for the SOQ are contained in **Appendix C**. Electronic copies of the forms are available. Any modification to the forms may result in the SOQ being declared non-responsive.

Offerors should provide brief, concise information that addresses the objectives and the requirements of the Project consistent with the evaluation factors described in **Section 3.3**. Lengthy narratives containing extraneous information are discouraged.

All materials submitted in response to this RFQ will become property of the State and will become public record after the evaluation process is completed and the Contract is awarded. If the Offeror submits information in an SOQ or a Proposal that it believes to be proprietary information, the Offeror must:

- a) Clearly mark all proprietary information in its response at the time the response is submitted;
- b) Include a statement with its response justifying the trade secret designation for each item; and
- c) Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all

costs connected with that defense. This indemnification survives the State's Award of a Contract. In submitting a response to the RFQ, the Offeror agrees that this indemnification survives as long as the proprietary information is in possession of the State.

The State will not consider the prices submitted by Offerors during the RFP phase to be proprietary information.

Offerors are informed, unless otherwise provided by law, that proprietary information provided to the Department is not subject to inspection by third persons under the Inspection of Public Records Act, NMSA 1978, Section 14-2-1 et seq.

4.5.1 Cover Letter

The Offeror shall provide a one-page letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants and the Designer, QA Engineer, subconsultants and subcontractors meeting the criteria in **Section 4.1(b)**, and Specialized Subcontractors. The Offeror shall identify a single point of contact for the Offeror and the address and telephone and fax numbers where questions should be directed. The letter shall be signed by authorized representatives of the Offeror's organization. If the Offeror is not yet a legal entity or is a joint venture or partnership, the letter shall be signed by authorized representatives of all Principal Participants.

Offeror shall attach the **Acknowledgment Form** (**Appendix C**) acknowledging receipt of the RFQ and any addendum and/or clarification notice issued by the Department.

4.5.2 Evaluation Factor Objectives and Requirements

The following objectives and submittal requirements are key to the evaluation factors of the procurement process. An objective is stated for each evaluation factor to provide Offerors the minimum expectations of the Department. The requirements for each evaluation factor and the information to be submitted are listed and described in detail. In providing the SOQ, Offerors should be guided by the Project goals in **Section 1.2** and the objectives listed in **Sections 4.5.2.1 through 4.5.2.6**. The SOQ evaluation ratings of **Section 3.3** will be based on how well the SOQ responds to the requirements and meets or exceeds the Project goals and the objectives of each of the evaluation factors.

4.5.2.1 Legal

- A. **Objective**: To identify legally constituted Offerors able to submit Proposals and enter into and complete the Contract with the Department for design and construction of the Project.
- B. **Requirements and information to be provided in Section 1 of the SOQ**:

- 1) **Form L-1**, Offeror's Organization Information, for the Offeror's organization;
- 2) **Form L-2**, Principal Participant and Designer Certification, for each Principal Participant and the Designer covering the last five (5) years;
- 3) **Form NC**, Affidavit of Non-Collusion, for the Offeror, each Principal Participant, and the Designer, including firms comprising a joint venture that is a Principal Participant, such as a Design joint venture, and any other firm meeting the criteria in **Section 4.1(b)**; and
- 4) **Form LC**, Lobbying Certificate, for the Offeror; each Principal Participant, the Designer, and any other subcontractor or consultant known at the time of submittal of the SOQ whose anticipated value of work on the Project will be \$100,000 or more.

If a joint venture or partnership:

- Identity of the Lead Principal Participant of the venture, if any (**Form L-1**);
- Percent share of each member, if known (Lead Participant column of **Form L-1**); and
- An express agreement from each of the venture partners indemnifying the Department in accordance with **Section 1.11**.

C. Requirements and information to be provided in **Appendix A** to the SOQ:

- 1) Submit notarized Power of Attorney for each Principal Participant indicating the authority of the Principal Participant's representative to sign for that Principal Participant; and
- 2) Submit notarized Power of Attorney from each Principal Participant indicating the authority of the Offeror's designated point of contact to sign documents for and on behalf of the Offeror's organization.

If a joint venture or partnership:

- If the Offeror has already been legally constituted, provide full details of the corporate structure and supporting documents including a copy of the joint venture or partnership agreement;
- If the Offeror has not yet been legally formed, provide a brief description of the proposed legal structure and draft copies of the underlying documents, including:
 - All significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture or partnership, including dealing with deadlock situations; and
 - Description of how the joint venture or partnership will operate administratively and technically; and
- If a joint venture or partnership agreement has not been executed, submit a memorandum of agreement or teaming agreement covering the matters in the bulleted paragraph above.

4.5.2.2 Financial

- A. Objective: To identify Offerors with demonstrated capability to undertake the financial responsibilities associated with the Project, including bonding.
- B. Requirements and information to be submitted:
- 1) Provide a letter from a bank, surety or insurance company indicating that the Offeror is capable of obtaining Proposal, Performance, Payment and Warranty Bonds covering the Design and Build Contract;
 - 2) The bonding/security capacity levels in **Table 4.5** represent minimum levels necessary to pass the Pass/Fail criteria of **Section 3.3.1**;
 - 3) The surety or insurance company submitting such letter must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VII by A.M. Best and Company, be listed on Treasury Department Circular 570 and be on the list of companies approved by the State of New Mexico. The letter should recognize the firm's backlog and work-in-progress in relation to its bonding capacity; and
 - 4) Letters indicating "unlimited" bonding/security capability are not acceptable.

Table 4.5

Proposal Bond/ SECURITY	Payment Bond/ Security	Performance Bond/ Security	Warranty Bond/ Security
5% of Proposal Amount	100% OF CONTRACT AMOUNT	100% of Contract Amount	25% of Contract Amount

The Contract amount is not anticipated to exceed \$90 million.

4.5.2.3 Experience of the Firms

- A. Objective:
- 1) To identify the best design and construction firms available with demonstrated experience, expertise and capacity in work of the nature included in the Project with a record of producing quality work;
 - 2) To identify Offerors that have the experience in successfully managing, designing and constructing projects of the size and complexity of this Project;
 - 3) To identify Offerors with superior records of completing contracts on time and within budget;
 - 4) To identify Offerors that have experience in successfully managing the maintenance of traffic, community interaction and environmental aspects of this Project;
 - 5) To identify Offerors with records of managing contracts to minimize delays and litigation/arbitration;

- 6) To identify Offerors with good safety records;
- 7) To avoid Offerors with firms or personnel with a history of legal and financial problems that could adversely impact the Project generally;
- 8) To identify Offerors with superior record of service and responsiveness during extended warranty and/or long-term maintenance obligations;
- 9) To obtain the commitment of Offeror, Principal Participants and Designer regarding representations made in the SOQ; and
- 10) To identify Offerors with a record of maximizing DBE participation.

B. Requirements and information to be submitted:

- 1) Firm Experience: Using **Form E-1**, Project Description, provide no more than fifteen (15) project descriptions, with a minimum of 2 projects per each Principal Participant and the Designer and additional project descriptions from the QA Engineer, other team members meeting the criteria listed in **Section 4.1(b)**, and Specialized Subcontractors highlighting experience in the last 10 years relevant to the Project. Describe those projects having a scope comparable to that anticipated for the Project. If present, identify the requirements of those projects for maintenance of traffic, community interaction and environmental mitigation.

If not covered in other **Form E-1**s, provide relevant project descriptions identifying experience in geotechnical investigation and design and construction of stable slopes under conditions similar to those anticipated for this Project.

Company brochures may be included in **Appendix B**;

- 2) Using **Form E-2**, Past Performance, provide the information requested in bulleted subparagraphs below. If Offeror has no information relative to a category enter "N/A" on **Form E-2**. Attach additional sheets to **Form E-2** as necessary. For each instance of litigation, arbitration, assessment of liquidated damages or termination for cause, provide the owner's name and the name of its current representative (and current phone and fax numbers) who can be contacted for additional information:
 - Awards, Citations and/or Commendations: List awards, citations and/or commendations for performance relevant to this Project received by any Principal Participant, Designer, other firms meeting criteria of **Section 4.1(b)** and/or Specialized Subcontractors within the last 10 years. Describe the work for which award(s), citation(s) and/or commendation(s) were received. Copies of award(s), citation(s) and/or commendation(s) may be included in **Appendix C** of the SOQ;
 - Arbitration and Litigation Proceedings: Provide a list of all arbitration and litigation proceedings involving amounts in excess of \$250,000 and related to performance in which any Principal Participant, Designer or other firms meeting criteria in **Section 4.1(b)** has been involved during the past 5 years. Include all litigation by owners. Indicate whether litigation was resolved against the

- participant(s) or its insurers/sureties or resulted in reduction in compensation to the participant. Indicate any unresolved, outstanding litigation;
- Liquidated Damages: Describe any contract, which resulted in assessment of liquidated damages against any Principal Participant over the past 5 years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims by or damages due and owing to any owner/agency;
 - Termination for Cause: Describe the conditions surrounding any contract (or portion thereof) entered into by any Principal Participant, Designer or other firm meeting criteria listed in **Section 4.1(b)** over the past 5 years that has been terminated for cause, or which required completion by another party. Describe the reasons for termination and the amounts involved; and
 - Disciplinary Action: Indicate any disciplinary action taken against any Principal Participant, Designer or other firm meeting the criteria in **Section 4.1(b)** within the past 5 years, including suspension from the right to propose/bid or removal from any Offeror/bid list;
- 3) Safety: Submit **Form S**, Safety Questionnaire, for each Principal Participant and Construction Subcontractor meeting criteria listed in **Section 4.1(b)**;
 - 4) Extended Warranty and Long-Term Maintenance Obligations: Describe specific extended warranty/long-term maintenance experience and approach for previous projects for each Principal Participant; and
 - 5) DBE Participation: Submit **Form DBE**, Record of DBE Participation, for each Principal Participant and the Designer reflecting record of DBE participation in their contracts for the past three (3) years.

4.5.2.4 Organization

A. Objective:

- 1) To identify Offerors who will effectively manage all aspects of the Contract in a quality, timely and effective manner; and
- 2) To identify Offerors that will provide personnel to fill the key personnel positions who have the technical and management experience and expertise to plan, organize, execute the design and construction and assure the quality and safety of the Project.

B. Requirements and information to be submitted:

- 1) Single point of contact for the Offeror;
- 2) Using **Form O-1**, Subcontractor Information, except for designated Designer and QA Engineer (who have already been included in **Forms L-1 and E-1**), identify subcontractors (including consultants) the Offeror plans to use, to the extent they are known. Submit maximum one (1) page summary of experience for each listed subcontractor, including consultants;
- 3) Provide an organizational chart identifying participating firms responsible for major functions to be performed in designing, constructing and providing construction quality assurance, PI/CR, and/or environmental services for the Offeror's

organization. All Principal Participants, the Designer, QA Engineer and known subcontractors must be identified on the chart. Provide a brief description of the significant functional relationships among these firms. The critical support elements of Project Management, Project/Contract Administration, Construction Management, Design Management and Quality Assurance shall be identified;

- 4) **Form O-2**, Proposed Key Personnel Information. If more than one key position is filled by the same person, so indicate. Provide two references for the Project Manager nominee and at least one reference for all other key personnel. Indicate the name, position, company or agency and current phone and fax numbers for each reference. References shall be owners or clients for whom the key personnel have worked within the past five (5) years and shall not be current or past employers of the key personnel; and
- 5) Submit resumes following **Form O-2** outlining key personnel experience and qualifications. Resumes shall be a maximum of one page each. Resumes should highlight the following information:
 - Proposed role on Project and experience in area of responsibility;
 - History of employment with participant;
 - Experience in the management, design and/or construction of projects, especially any Design and Build projects;
 - Project role, if any, in projects included in firm experience (**Section 4.5.2.3**); and
 - The information provided for the Lead Geotechnical Engineer must show demonstrated expertise in soil and rock slope stability.

4.5.2.5 Backlog/Capacity

- A. Objective: To identify Offerors with sufficient capacity, considering current, committed and potential workload and past level of contract activity, to successfully complete the design and construction of the Project.
- B. Requirements and information to be submitted:
 - 1) **Form B**, Backlog Information, for each Principal Participant, Designer, QA Engineer and other firm meeting criteria in **Section 4.1(b)**. Limit backlog information to the office(s)/division(s) of the firms that will be performing work on the Project; and
 - 2) **Form R**, Past Revenue, for each Principal Participant, Designer, QA Engineer and other firm meeting criteria in **Section 4.1(b)**. Limit revenue information to the office(s)/division(s) of the firms that will be performing work on the Project.

4.5.2.6 Project Understanding

- A. Objective:

- 1) To identify those D/B Teams demonstrating an understanding of the management, technical, maintenance of traffic, community interaction and environmental issues and risks associated with the Project; and
- 2) To identify those D/B Teams demonstrating an understanding of how the Design and Build process and the D/B Team organization will contribute to the success of the Project and meeting the Department Project goals.

B. Requirements and Information to be Submitted:

- 1) List and briefly describe the significant issues facing the selected Offeror and/or the Department;
- 2) Briefly indicate the Offeror's recommended assignment of primary and support responsibilities for dealing with and/or sharing the risks;
- 3) Briefly describe how the Offeror will use its organization and the D/B process to ensure a successful Project, considering the Department's Project goals listed in **Section 1.2**; and
- 4) Given the scope and complexity of this Project, describe the design/construction QA/QC program and organization that you would put in place to meet the quality goals of the Project. Include an organizational chart of the QA/QC organization, staffing level, proposed qualification levels of different staff, and show the QA/QC organization's relationship to the rest of the proposed organization. Provide sample(s) of QA/QC plan(s), if available, in Appendix D of the SOQ, that has/have been used by a member(s) of the Offeror's team that illustrates an appropriate approach to QA/QC for a project of this type. Describe any revisions to the sample plan that would make the plan more appropriate for this Project.
- 5) Based on the Offeror's observations of the slopes and other geotechnical conditions along the Project, describe the anticipated:
 - i. Scope of geotechnical investigations to be conducted by the D/B Team; and
 - ii. Design and construction approaches to:
 - Minimize and/or mitigate visual and/or environmental impacts;
 - Ensure slope stability; and
 - Minimize future maintenance costs.

5.0 PROTESTS

Protests related to this solicitation must be submitted in writing in conformance with the Procurement Code, NMSA 1978, Section 13-1-28 et seq. and with Section 82, GSD Procurement Code Regulations, 1 NMAC 5.2.

6.0 DEPARTMENT RIGHTS AND DISCLAIMERS

6.1 DEPARTMENT RIGHTS

The Department may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the work described in this RFQ. The Department reserves the right, in its sole and absolute discretion, to:

- a) Reject any or all SOQs;
- b) Issue a new RFQ;
- c) Cancel, modify or withdraw the RFQ;
- d) Modify the RFQ process (with appropriate notice to Offerors);
- e) Appoint a Selection Committee and evaluation teams to review SOQs, and seek the assistance of outside technical experts in the SOQ evaluation;
- f) Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in SOQs;
- g) Waive deficiencies, informalities and minor irregularities in SOQs; and/or
- h) Refuse to issue an RFQ to a prospective Offeror and to refuse to receive or open an SOQ, once submitted, or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:
 - Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, materials, supplies, or services legally due on previous or ongoing contracts;
 - Default on the part of a Principal Participant or Designer under previous contracts;
 - Unsatisfactory performance of previous work by the Offeror, a Principal Participant and/or Designer;
 - Issuance of a notice of debarment or suspension under Department regulations to the Offeror, a Principal Participant and/or Designer;
 - Submittal by the Offeror of more than one SOQ for the same work under the Offeror's own name or under a different name;
 - Evidence of collusion between a prospective Offeror (or any Principal Participant or Designer) and other Offeror(s) (or Principal Participants or Designer) in the preparation of an SOQ, Proposal or bid for any Department construction project; and/or
 - Uncompleted work or default on a contract in another jurisdiction for which the prospective Offeror or a Principal Participant is responsible, which in the judgment of the Department might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

The RFQ does not commit the Department to enter into a Contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of the SOQs or in anticipation of a Contract. By submitting an SOQ, an Offeror disclaims any right to be paid for such costs.

The execution and performance of a Contract pursuant to this RFQ and any subsequent RFP is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of a Contract between the successful Offeror and the Department.

6.2 DEPARTMENT DISCLAIMERS

In issuing this RFQ and undertaking the procurement process contemplated hereby, the Department specifically disclaims the following:

- a) Any liability for reimbursement of gross receipts or local option taxes imposed on the Project. However, the Department shall reimburse the Contractor for any Indian business activity tax, and Tribal Employment Rights Organization (TERO) tax lawfully imposed on the Project. The Department shall pay the applicable tax including increases in the applicable tax becoming effective after the date the Contract is entered into. The Department shall be subrogated to the rights of the Contractor to claim a refund of, or to contest, any such tax imposed on the Project to the extent such tax has been paid by the Department;
- b) Any obligation to Award or execute a Contract pursuant to this RFQ; and
- c) Any obligation to reimburse an Offeror for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Offeror is specifically acknowledging these disclaimers.

7.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY

7.1 POLICY

The Department shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract or in the administration of 49 CFR Part 26. The Offerors shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in this Project.

7.2 DBE PARTICIPATION GOAL

The approved FY 2002 State DBE goal on federally assisted projects is established at 6.97% for design and 8.07% for construction. At this time the Department will meet the State DBE goal on federally assisted projects through race-neutral measures. There is no DBE project goal established for this Project.

7.3 EQUAL EMPLOYMENT OPPORTUNITY

In connection with this RFQ and the Contract, Offerors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin,

age, marital status, being physically challenged, or on the basis of sexual preference. Offerors shall take affirmative action to insure that all applicants are treated during employment, without regard to their race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference. Such action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.0 COMPLIANCE WITH APPLICABLE LAWS

In connection with this RFQ and the Contract, Offerors shall comply with all applicable laws in all aspects in connection with the procurement process of this Project and the performance of the Contract.

**US 70 HONDO VALLEY
RUIDOSO DOWNS TO RIVERSIDE
DESIGN AND BUILD PROJECT**

**AC-MIP-070-4(35)264
Control No. 3393**

REQUEST FOR QUALIFICATIONS

APPENDIX A

**PROJECT DESCRIPTION,
CONTRACTOR RESPONSIBILITIES
AND PROJECT STATUS**

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1.0 PROJECT DESCRIPTION

The Project will consist of the design and reconstruction of:

- US 70 from two (2) to four (4) lanes, including excavation and embankments;
- Intersection improvements;
- Replacement or widening of five (5) bridges;
- Utility and irrigation facility relocations;
- Retaining structures;
- Permanent improvements for access to adjacent public and private property;
- Drainage improvements;
- Maintainability and visual mitigation;
- Signing and striping; and
- Landscaping and Erosion Control.

Please note that the Draft EIS recommends widening to four (4) lanes, but the environmental process is continuing.

See **Figure A** for a map of the Project area.

2.0 CONTRACTOR RESPONSIBILITIES

The successful Contractor shall/may be responsible for furnishing all labor, Materials, plant, equipment, services and support facilities for the following:

- Design and Construction of all Project components;
- Project, design and construction management;
- Project-related Public Information/Community Relations;
- Coordination with Project Stakeholders, other contractors and utility owners;
- Design quality control and quality assurance;
- Construction quality control and quality assurance;
- Environmental mitigation and compliance monitoring.
- Additional environmental investigations, monitoring and investigation associated with or resulting from Contractor's actions;
- Maintenance of traffic and access to properties (both temporary and permanent access);
- Project safety and security;
- Preliminary engineering, such as surveys and geotechnical investigations not provided by Department;
- Harmful and hazardous materials remediation (design and construction);
- Coordination of Threatened & Endangered Species and SHPO concerns;
- Drainage and erosion control, replacement of habitat and wetlands, and construction waste disposal and handling;
- Obtaining required clearances, licenses, construction easements and permits for

- Contractor Work, work sites, storage areas, etc., on or off Site;
- Ancillary works, such as access roads, driveways, temporary fencing, site security, relocation of roads and drainage, work sites, and temporary works;
- Location, acquisition, permits and transportation for Materials;
- Coordination and relocation of utilities and irrigation facilities;
- Site clearance, demolition and restoration; and
- Maintenance of the Project during the Contract period.

3.0 PROJECT STATUS

The following is a summary of the status of this work:

- **Survey:** Control surveys and design level photogrammetry will be provided in electronic format in the RFP;
- **Geotechnical investigation:** Foundation, cut slope and embankment investigation data will be provided in the RFP; preliminary geotechnical analysis will be provided as a Reference Document for information only;
- **Preliminary Engineering:** The preliminary horizontal alignments and vertical profiles are being established. Bridge locations have been identified. Electronic files of the preliminary design alignment and profile will be provided in the RFP;
- **Utilities and Irrigation:** Utilities and irrigation systems are present on the Project. Study is being done to identify existing utilities and irrigation facilities, the results of which will be provided in the RFP;
- **Right-of-Way (ROW):** Property titles are being ordered for all parcels identified and ROW acquisition will be undertaken by the Department. The schedule of any remaining ROW acquisition will be provided in the RFP. Additional ROW required as a result of Contractor's activities will be the responsibility of the Contractor;
- **Environmental:** The appropriate environmental clearances will be obtained prior to issuing the RFP. The Draft FEIS has been published and distributed for comment and a public hearing has been held. The Record of Decision is anticipated in late 2001/early 2002. Phase I soil investigations will be conducted on the Project. Copies of the Phase I report will be provided in the RFP; and
- **Aesthetic Design Guidelines:** Guidelines will be provided in the RFP.

**US 70 HONDO VALLEY
RUIDOSO DOWNS TO RIVERSIDE
DESIGN AND BUILD PROJECT**

**AC-MIP-070-4(35)264
Control No. 3393**

REQUEST FOR QUALIFICATIONS

APPENDIX B

**FORMAT AND ORGANIZATION FOR
STATEMENT OF QUALIFICATIONS**

**REQUEST FOR QUALIFICATIONS
APPENDIX B
US 70 HONDO VALLEY PROJECT
FORMAT AND ORGANIZATION FOR STATEMENT OF QUALIFICATIONS**

The outline presented in this Appendix shall be used as the guideline for preparing the Statement of Qualifications (SOQ). Specific content requirements for each section of the SOQ are described in the RFQ, as referenced in the outline. This format has been created to assure uniformity of responses to the RFQ and to facilitate the review and evaluation process.

The SOQ shall be packaged into a cover letter, six (6) separate sections and four (4) Appendices:

- Section 1 - Legal;
- Section 2 - Financial;
- Section 3 - Experience of the Firms;
- Section 4 - Organization;
- Section 5 - Backlog/Capacity;
- Section 6 - Project Understanding;
- Appendix A - Legal Documents;
- Appendix B - Company Brochures;
- Appendix C - Awards, Citations and Commendations; and
- Appendix D - Sample Quality Plan(s).

The sections and appendices shall consist of loose-leaf pages. The six (6) sections shall be placed together in one 3-ring binder and the four (4) Appendices shall be placed together in a separate 3-ring binder.

Text shall be in a standard font, a minimum of ten points in height, single-spaced. Pages shall be 8-1/2 by 11 inch white recycled paper with simple lettered/numbered dividers for each section/subsection. Single sided pages shall be used. Number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2; 3-1, 3-2, etc.). Center page numbers at the bottom of each page.

Offerors should make every effort to present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

The information shall be easily reproducible by normal black and white photocopying machines. Color photographs, renderings and brochures shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

SOQs will become the property of the Department. Two (2) copies of each SOQ will be retained after the SOQ evaluation process for the Project files. All other copies of SOQs will be destroyed prior to issuance of the RFP.

SOQ Section No.	Section Title & Required Information	RFQ Reference
	Cover Letter and <u>Acknowledgement Form</u> (attached)	4.5.1
Section 1	Legal <ul style="list-style-type: none"> • <u>Form L-1</u> <ul style="list-style-type: none"> ✓ Identity of Lead Principal Participant ✓ Percent share of each member, if known (if JV) • Express agreement of joint and severable liability (if JV) • <u>Form L-2</u> • <u>Form NC</u> • <u>Form LC</u> 	4.5.2.1
Section 2	Financial <ul style="list-style-type: none"> • Letter(s) from sureties, banks or insurance companies regarding bonding 	4.5.2.2
Section 3	Experience of the Firms <ul style="list-style-type: none"> • <u>Form E-1</u> (maximum of 15) • <u>Form E-2</u> for: <ul style="list-style-type: none"> ✓ Award, citation and/or commendation information ✓ Arbitration and litigation information ✓ Liquidated damages information ✓ Termination for Cause information ✓ Disciplinary action information • Contact information for the above <u>Form E-2</u> • <u>Form S</u> • Experience with warranty and/or long-term maintenance • <u>Form DBE</u> 	4.5.2.3
Section 4	Organization <ul style="list-style-type: none"> • Single point of contact • <u>Form O-1</u> • Organizational chart and specified narrative • <u>Form O-2</u> • Specified resumes • References 	4.5.2.4

New Mexico State Highway and Transportation Department

SOQ Section No.	Section Title & Required Information	RFQ Reference
Section 5	Backlog/Capacity <ul style="list-style-type: none"> • <u>Form B</u> • <u>Form R</u> 	4.5.2.5
Section 6	Project Understanding <ul style="list-style-type: none"> • Discussion of significant issues facing selected Offeror and Department • Offeror's recommended assignment of primary and support responsibilities for dealing with and/or sharing risks • Description of how Offeror will use its organization and the D/B process to ensure a successful project • Description of QA/QC program and organization 	4.5.2.6
	<ul style="list-style-type: none"> • Description of anticipated geotechnical investigations and geotechnical design and construction 	
Appendix A	Legal Documents <ul style="list-style-type: none"> • Legal structure and supporting documents or description of Proposed legal structure (if JV) • Memorandum of agreement, if required (if JV) • Powers of Attorney 	4.5.2.1(C)
Appendix B	Company Brochures	4.5.2.3(B)(1)
Appendix C	Awards, Citations and Commendations	4.5.2.3(B)(2)
Appendix D	Sample Quality Plan(s) (if available)	4.5.2.6(B)(4)

US 70 HONDO VALLEY

RUIDOSO DOWNS TO RIVERSIDE

DESIGN AND BUILD PROJECT

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REQUEST FOR QUALIFICATIONS

APPENDIX C

FORMS

APPENDIX C

FORMS

	Acknowledgement Form
Form B	Backlog Information
Form DBE	Record of DBE Performance
Form E-1	Project Description
Form E-2	Past Performance
Form LC	Lobbying Certificate
Form L-1	Offeror's Organization Information
Form L-2	Principal Participant and Designer Certification
Form NC	Affidavit of Non-Collusion
Form O-1	Subcontractor Information
Form O-2	Proposed Key Personnel Information
Form R	Past Revenue
Form RFQ-C	Offeror's Clarification Request
Form S	Safety Questionnaire

ACKNOWLEDGMENT FORM
ACKNOWLEDGMENT OF RECEIPT
OF
RFQ, ADDENDA AND CLARIFICATION NOTICES
(To be attached to SOQ Cover Letter)

(Name of Offeror)

We hereby acknowledge receipt of the US 70 Hondo Valley RFQ dated October 2, 2001, and subsequent addenda and clarification notices issued by the New Mexico State Highway and Transportation Department.

Addendum No.

Date Issued

Clarification Notice No.

Date Issued

(Signed)

(Date)

(Printed or Typed Name)

(Title)

New Mexico State Highway and Transportation Department

FORM B
BACKLOG INFORMATION

Name of Offeror: _____

Company Name Proposer Entities	No. of Contracts in Force	Total Contract Value (US\$ Millions)	Value of Work Remaining by Year (US\$ Millions)		
			2001	2002	2003
Principal Participant(s)					
Designer					
QA Engineer					
Other Firms					

New Mexico State Highway and Transportation Department

FORM B
BACKLOG INFORMATION

Name of Offeror: _____

OUTSTANDING PROPOSAL/BID INFORMATION

Company Name	No. of Proposals / Bids Outstanding	Total Potential Value (US\$)
Principal Participant(s)		
Designer		
QA Engineer		
Other Firms		

FORM DBE
RECORD OF DBE PERFORMANCE

Name of Offeror: _____

Firm Name: _____

Role (check as applicable): **Principal Participant** ☐ **Designer** ☐

Provide the information requested below for projects completed within the years 1998, 1999 and 2000 where the firm was the prime contractor or prime consultant. For any project where the DBE goal, if applicable, was not achieved, attach a maximum ½ page explanation.

Project Name	DBE Participation Goal (%), if applicable	DBE Participation Achieved (%)	Current Owner Contact (Name, Phone and Fax No.)

Add additional sheets if necessary.

FORM E-1
PROJECT DESCRIPTION

Name of Offeror: _____

Name of Firm:
Project Role: _____ Principal Participant: _____ Designer: _____ QA Engineer: _____ Other (Describe): _____
Years of Experience: Roads/Streets: _____ Bridges/Structures: _____ Utility Relocations: _____
Project Name, Location, Description and Nature of Work for which Company was Responsible:
Describe Site Conditions:
(Use additional sheets as necessary to describe project and site conditions)
List any awards, citations and/or commendations received for the project:
Name of Client (Owner/Agency, Contractor, etc.): Address: _____ Contact Name: _____ Telephone: _____ Owner's Project or Contract No.: _____ Fax No: _____ Contract Value (US\$): _____ Final Value (US\$): _____ Percent of Total Work Performed by Company: _____ Commencement Date: _____ Planned Completion Date: _____ Actual Completion Date: _____ Amount of Claims: _____ Any Litigation? Yes _____ No _____

FORM E-2
PAST PERFORMANCE

Name of Offeror: _____

Firm Name: _____

Awards, Citations and/or Commendations

Name of Award, etc.	Year Received	Project & Location	Work for Which Award, etc. Received

Arbitration and Litigation

List	Owner Initiated Litigation	Resolution/Outcome	Indicate if Unresolved or Outstanding Litigation	Current Owner Contact Name, Phone & Fax Nos.

FORM E-2
PAST PERFORMANCE

Liquidated Damages

Project Name	Cause of Delay(s)	Amount Assessed	Describe Outstanding Damage Claims by Any Owner	Current Owner Contact Name, Phone & Fax Nos.

Termination for Cause

Project	Describe Reason for Termination	\$ Amount Involved	Current Owner Contact Name, Phone & Fax Nos.

Disciplinary Action

Project	Describe Action Taken	Current Owner Contact Name, Phone & Fax Nos.

FORM L-1

OFFEROR'S ORGANIZATION INFORMATION

OFFEROR (INDIVIDUAL FIRM/JOINT VENTURE / PARTNERSHIP)				
Name of Entity:				
Address:				
Contact Name:		Title:		
Telephone No.:	Fax No.:	E-mail:		
LOCAL / REGIONAL CONTACT				
Name:				
Address:				
Telephone No.:		Fax No.:		E-mail:
NAME(S) OF DB TEAM MEMBER(S)				
Company Name	Address/Phone & Fax No.	State of Incorporation:	Lead Participant	
			<u>Yes</u>	<u>No</u>
Principal Participant(s)				
Designer				
QA Engineer				
Other Firm(s)				

FORM L-2
PRINCIPAL PARTICIPANT AND DESIGNER CERTIFICATION

Complete for each Principal Participant and the Designer.

1. Has the firm* ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

2. Has the firm* or any other officer thereof been indicted or convicted of bid or other contract related crimes or violations or any felony or serious misdemeanor within the past five years? If yes, describe.

3. Has the firm* ever sought protection under any provision of any bankruptcy act? If yes, describe.

4. Has the firm* ever been debarred or suspended from performing work for the federal government or any state or local government? If yes, describe.

5. List on a separate page, the five financial institutions with which the firm* has done the most business during the past five years and identify the individual at each institution who was in charge of the firm's accounts. Indicate the address, telephone and fax numbers of each individual.

(Must be signed by an officer of the firm)

Firm: _____

By: _____

Title: _____

Name of Offeror: _____

* (Note: "firm" includes any affiliate, including parent company or subsidiary companies.)

New Mexico State Highway and Transportation Department

FORM LC
LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

The Offeror/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror/Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature: _____

Name: _____
(Print)

Title: _____

NOTE: CONTRACTORS ARE REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

FORM NC
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the partnership (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached SOQ submitted in response to the US 70 Hondo Valley Project Request for Qualifications has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the RFQ, designed to limit fair and open competition;
3. That the contents of the SOQ have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the SOQ Due Date; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature: _____

Date: _____

Responder's Firm Name: _____

Responder's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)

=====

Subscribed and sworn to me this _____ day of _____, 2001

Notary Public _____

My commission expires: _____

FORM O-1
SUBCONTRACTOR INFORMATION
(Including Consultants)

Name of Offeror: _____

SUBCONTRACTOR NAME	ADDRESS AND PHONE NUMBER	WORK PLANNED FOR THE PROJECT

Notes:

- (1) As a minimum, list Specialized Subcontractors, except Designer and QA Engineer.
- (2) Attach maximum of one (1) page summary of Subcontractor experience for each Subcontractor listed, including consultants.

FORM O-2
PROPOSED KEY PERSONNEL INFORMATION

Name of Offeror: _____

Position	Name	Years of Experience	Education/ Registrations	Parent Firm Name	Reference Name, Phone & Fax numbers. (*)
Project Principal					
Project Manager					
Construction Manager					
Design Manager					
QA Manager					
Lead Geotechnical Engineer					
Environmental Coordinator					
PI/CR Coordinator					

* Provide two (2) references for Project Manager and one (1) reference for all others.

FORM R
PAST REVENUE

Offeror's Name: _____

Offeror Entities/Firm Name	Total Revenue by Year (\$US in Millions)		
	1998	1999	2000
Principal Participant(s):			
Designer:			
QA Engineer:			
Other Firm(s):			

FORM RFQ-C
Offeror's Clarification Request

Offeror's/Firm's Name: _____

RFQ Section No. or Appendix	Clarification Request/Question	Reserved for Department Response

Use additional sheets as necessary.

FORM S
SAFETY QUESTIONNAIRE

Offeror's Name: _____

Firm Name: _____

1. Provide the following information for the last three years:

Item	1998	1999	2000
Employee hours worked (Do not include non-work time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

2. Are internal accident reports and report summaries sent to management? To what levels and how often?

Position	No	Yes	Monthly	Quarterly	Annually

3. Do you hold site meetings for supervisors? Yes _____ No _____

How Often?

Weekly _____ Bi-Weekly _____ Monthly _____ Less often, as needed _____

4. Do you conduct Project Safety Inspections? Yes _____ No _____

By Whom? _____

How Often?

Weekly _____ Bi-Weekly _____ Monthly _____

FORM S
SAFETY QUESTIONNAIRE

5. Does the firm have a written Safety Program? Yes _____ No _____

6. Does the firm have an Orientation Program for new hires?

Yes _____ No _____ If yes, what safety items are included?

7. Does the firm have a program for newly hired or promoted foremen?

Yes _____ No _____ If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
On-site Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

8. Does the firm hold safety meetings which extend to the laborer level?

Yes _____ No _____

How Often? Daily ____ Weekly ____ Bi-Weekly ____ Less Often, as needed ____

9. For Offeror only, indicate the safety record on the last Project to which the indicated key personnel were assigned:

Key Person	Total hours worked by all employees on Project	Number of lost workday cases on Project	Number of restricted workday cases on Project	No. of cases with medical attention only on Project	No. of fatalities on Project
Project Principal					
Project Manager					
Construction Manager					